

ORIGINAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LAURENCE V. RUTKOVSKY,

Plaintiff,

vs.

Case No.:

7:18-cv-5233

(VLB) (PED)

ALLSTATE INSURANCE COMPANY,

Defendant.

March 18, 2019

11:04 a.m.

Deposition of LAURENCE V. RUTKOVSKY, taken by
Defendant, held at the Law Office of Craig A.
Blumberg, Esq., 15 Maiden Lane, New York, NY 10038,
pursuant to agreement, before Elizabeth F. Tobin, a
Registered Professional Reporter and Notary Public
of the State of New York.

JOB NO. 3249366

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2 A P P E A R A N C E S:
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5 On behalf of the Plaintiff:

6 LAW OFFICE OF CRAIG A. BLUMBERG, ESQ.

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8 New York, New York 10038-4003

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10 BY: CRAIG A. BLUMBERG, ESQ.

11 cblumberg@lawofficecab.com
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15 On behalf of the Defendant:

16 SKARZYNSKI, MARICK & BLACK, LLP

17 1 Battery Park Plaza, 32nd Floor

18 New York, New York 10004-1405

19 212.820.7700

20 BY: THOMAS H. CELLILLI, III, ESQ.

21 tcellilli@skarzynski.com
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2 IT IS HEREBY STIPULATED AND AGREED
3 by and between the attorneys for the
4 respective parties herein, that filing and
5 sealing be and the same are hereby waived.

6 IT IS FURTHER STIPULATED AND AGREED
7 that all objections, except as to the form
8 of the question, shall be reserved to the
9 time of the trial.

10 IT IS FURTHER STIPULATED AND AGREED
11 that the within deposition may be sworn to
12 and signed before any officer authorized to
13 administer an oath, with the same force and
14 effect as if signed and sworn to before the
15 Court.

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1 L. Rutkovsky

2 L A U R E N C E V. R U T K O V S K Y,
3 of lawful age, called by the Defendant for
4 examination pursuant to the Federal Rules of Civil
5 Procedure, stating an address of 225 Stanley Avenue,
6 Apartment 222, Mamaroneck, New York 10543, having
7 been first duly sworn, as hereinafter certified, was
8 examined and testified as follows:

9 EXAMINATION OF LAURENCE V. RUTKOVSKY

10 BY MR. CELLILLI:

11 Q. Good morning, Mr. Rutkovsky.

12 A. Good morning.

13 Q. As you know, my name is Tom Cellilli.
14 We've had occasion to meet before. We've exchanged
15 e-mails and probably had some phone conversations,
16 too. I'm outside counsel to Allstate Insurance
17 Company.

18 I'm going to be taking your deposition
19 today in connection with a lawsuit that you filed
20 against it that's currently pending in the United
21 States District Court for the Southern District of
22 New York, case number 7:18-CV-052333.

23 I'm going to be asking you questions
24 regarding that lawsuit and the facts concerning that
25 lawsuit so I can adequately advise my client of its

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2 obligations and its rights under the law and
3 eventually prepare this case for trial.

4 Is that your understanding as to why
5 you've been asked to be here today?

6 A. Yes.

7 Q. The court reporter began this deposition
8 by getting your name and current address. You gave
9 your middle initial of V. What does the V stand
10 for?

11 A. Victor.

12 Q. Have you gone by any other names other
13 than Laurence Victor Rutkovsky?

14 A. Larry.

15 Q. Any other names other than that?

16 A. No.

17 Q. How old are you?

18 A. 66.

19 Q. What is your date of birth?

20 A. August 2nd, 1952.

21 Q. Have you ever had a deposition taken
22 before?

23 A. No.

24 Q. Let me go through a couple of ground
25 rules that hopefully will make this process a little

1 L. Rutkovsky

2 bit easier between you and I today. The way this
3 process works, it's a question and answer process.
4 I'll ask questions. Hopefully you'll be able to
5 answer the questions that I do ask you. If at any
6 point in time during the course of the deposition I
7 ask you a question that you don't understand, please
8 let me know and I'll rephrase the question for you.
9 If I ask you a question and you do answer it, I'll
10 assume that you understood the question.

11 Do you understand that?

12 A. Yes.

13 Q. If at any time during the course of the
14 deposition you need to take a break, please let me
15 know. I'll gladly allow you to do that. The only
16 thing that I would ask is if there's a question
17 pending, if you could answer the question before
18 taking the break, that would be appreciated.

19 Is that understood and agreed?

20 A. Yes.

21 Q. You've given an oath today to tell the
22 truth, the whole truth and nothing but the truth.

23 Do you understand the oath obligation
24 that you're under today?

25 A. Yes.

1 L. Rutkovsky

2 Q. Do you understand that even though we're
3 in the comforts of your lawyer's conference room
4 today, the same rules apply to oaths here as if we
5 were in the courthouse?

6 A. Yes.

7 Q. Our court reporter is going to take down
8 everything that's said here in the room today. So
9 there's a couple of things you need to remember
10 about her ability to accurately record that
11 information.

12 The first is that she can only pick up
13 actual verbal responses. Sometimes when we have a
14 discussion between us, we have a tendency to say
15 uh-uh or uh-huh. Sometimes the court reporter
16 doesn't know exactly if it's meaning yes or no. So
17 if my question calls for a yes or no answer, just
18 remember to answer it yes or no.

19 Is that understood and agreed?

20 A. Yes.

21 Q. The other thing that she has difficulty
22 doing is typing when both of us are talking at the
23 same time. Many times you may anticipate what my
24 question is going to be before I'm able to fully
25 articulate it. Likewise, there may be opportunities

1 L. Rutkovsky

2 where you start giving an answer and I start asking
3 a question on top of the answer that you're already
4 giving.

5 If you would afford me an opportunity to
6 let me finish asking my question before giving your
7 answer, I'll likewise do my best to let you finish
8 giving your answer before asking my next question.

9 Is that understood and agreed?

10 A. Yes.

11 Q. Are you having any physical problems
12 today that would affect your ability to understand
13 my questions or accurately respond to them?

14 A. No.

15 Q. Are you under the influence of any liquid
16 medication or other substance that would affect your
17 ability to understand my questions or accurately
18 respond to them?

19 A. No.

20 Q. I just want to start today by getting a
21 little bit of background information about you.

22 You mentioned you currently live at 225
23 Stanley Avenue in unit 222 in Mamaroneck, New York;
24 is that correct?

25 A. Yes.

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2 Q. Is that a condominium or co-op?

3 A. Condominium.

4 Q. We're going to be referring to two
5 different properties, I think, mostly today during
6 the course of this deposition. And I'd like to try
7 to call that property the condominium. So, whenever
8 I use the word condominium, will you understand that
9 to mean 225 Stanley Avenue, unit 222 in Mamaroneck,
10 New York?

11 A. Yes.

12 Q. I'm also going to use, for better or
13 worse, the term residence premises which is the
14 property that I understand was insured under an
15 Allstate Insurance Company policy. We'll get to all
16 the specifics behind that in a minute.

17 But my understanding is that address 16
18 Glen Park Road in Westchester, New York; is that
19 right?

20 A. No.

21 Q. What is the address of that property?

22 A. 16 Glen Park Road, Purchase, New York
23 10577.

24 Q. When I use the term residence premises,
25 will you understand that to mean 16 Glen Park Road

1 L. Rutkovsky

2 in Purchase, New York?

3 A. I don't think so.

4 Q. Why not?

5 A. Why don't you say Glen Park? Use that as
6 the referrer.

7 Q. Great.

8 Are you married?

9 A. Yes.

10 Q. What is your wife's name?

11 A. Sharon Feldman, F-E-L-D-M-A-N.

12 Q. Does she currently live with you at the
13 condominium?

14 A. No.

15 Q. Where does she live?

16 A. In Portchester, New York.

17 Q. Whereabouts? What's the address?

18 A. Haines Boulevard.

19 Q. Do you know the exact address?

20 A. 27.

21 Q. 27, you said?

22 A. I think so.

23 Q. 27 Haines Boulevard in?

24 A. Portchester.

25 Q. What type of a property is that? Is it

1 L. Rutkovsky

2 an apartment, a private residence?

3 A. Private residence.

4 Q. Who's the owner of that residence?

5 A. I don't know.

6 Q. Does she rent it?

7 A. I believe so.

8 Q. Why is it she doesn't live with you at
9 225 Stanley a/k/a the condominium?

10 A. Personal reasons.

11 Q. Are you separated or --

12 A. No.

13 Q. Why are you two not living together?

14 MR. BLUMBERG: Just so -- he's not asking
15 if you're legally separated. He's asking if
16 you're separated.

17 A. Yes.

18 Q. Did she ever live with you at the
19 condominium?

20 A. No.

21 Q. How long she has lived at 27 Haines
22 Boulevard?

23 A. Over a year.

24 Q. The date of the fire in question at the
25 Glen Park property, that occurred on May 21st of

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2016; is that correct?

A. Yes.

Q. Was Ms. Feldman living with you at the
Glen Park property at the time of the fire?

A. Yes.

Q. Is Ms. Feldman your only marriage?

A. No.

Q. How many other marriages have you had?

A. One.

Q. To whom were you married and what period
of time were you married to that individual?

A. Elinor Black. E-L-I-N-O-R Black.

Q. What years were you married to her?

A. I honestly don't recall. The eighties.

Q. Do you have any children?

A. Yes.

Q. How many children do you have?

A. One.

Q. What is that child's name and age?

A. Carly, C-A-R-L-Y, 21 years of age.

Q. What is Carly's last name?

A. Rutkovsky.

Q. Where does she currently live?

A. She's currently in Israel.

1 L. Rutkovsky

2 Q. Was she living with you at the Glen Park
3 property on May 21st of 2016?

4 A. Yes, but she was overseas as well at that
5 point.

6 Q. So technically speaking, she was a
7 resident --

8 A. Yes.

9 Q. Let me finish my question. You're
10 anticipating my questions again.

11 A. Sorry.

12 Q. Not again, but for the first time. May
13 21st of 2016 technically Carly was a resident of
14 your household at the Glen Park property but she at
15 that time was living overseas in Israel?

16 A. Correct.

17 Q. On May 21st of 2016 was there anybody
18 else living with you at the Glen Park residence?

19 A. No.

20 Q. And you mentioned that Carly is still
21 living overseas?

22 A. Yes. At school.

23 Q. Can you briefly describe for me your
24 educational background?

25 A. College degree in accounting.

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Q. Are you from the New York area originally?

A. Yes.

Q. New York State?

A. No.

Q. Whereabouts?

A. New Jersey.

Q. Did you go to high school in New Jersey?

A. Yes.

Q. What high school did you go to?

A. Morris Hills High School.

Q. What year did you graduate there?

A. 1970.

Q. You mentioned you have a degree in accounting. Did you begin at university in 1970, '71?

A. Yes, I began college around that time, yeah.

Q. What college did you attend?

A. Community College of Morris but transferred to Fairleigh Dickinson University.

Q. How many years were you at the Community College of Morris?

A. Less than a year.

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Q. What years were you at FDU?

A. Through -- I think I graduated 1977.

Q. What degree did you graduate there with?

A. BS accounting.

Q. Any additional education beyond your BS in accounting from Fairleigh Dickinson University in 1977?

A. No.

Q. We'll talk a little bit about your employment history.

Are you currently employed?

A. Yes.

Q. Where are you currently employed?

A. The name of my employer?

Q. Yes.

A. LVR Associates Limited.

Q. What is your position at LVR Associates?

A. President.

Q. What is the nature of the business of LVR Associates?

A. Consulting.

Q. What type of consulting?

A. Professional services consulting.

Q. When you say professional services, what

1 L. Rutkovsky

2 type of professional services?

3 A. Accounting firms.

4 Q. I'm not familiar with your business at
5 all so can you describe for me what the actual
6 business would be and what consulting for
7 professional services with accountants you would be
8 doing?

9 A. LVR Associates is a partner in the
10 consulting firm called Benson Associates,
11 B-E-N-S-O-N. I am the managing partner of Benson
12 Associates. Benson Associates provides advisory
13 services to accounting firms in the nature of
14 executive search.

15 Q. So would this be like -- I don't want
16 to -- this may or may not be an insulting term, is
17 it like a head hunting service?

18 A. Correct.

19 Q. You're basically going out and locating
20 other professionals in the accounting area to place
21 them with other firms?

22 A. Correct.

23 Q. How long have you worked for LVR
24 Associates Limited?

25 A. Sips 1989.

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Q. Is that when LVR Associates Limited was created?

A. Yes.

Q. What about Benson & Associates, did you have any type of professional relationship with them prior to beginning LVR Associates Limited?

A. No.

Q. So technically you're an employee of LVR Associates?

A. Yes.

Q. And LVR Associates you mentioned is --

A. Partner in Benson Associates.

Q. So there's a partnership agreement then? Well, when you use the term partner, it may not be the same thing to me. When I think about a partner, I think about someone I'm a partner with in a law business. Usually there's a contractual document that controls that relationship known as a partnership agreement.

A. Perhaps usually but not necessarily.

Q. Is there any such an agreement between Benson & Associates and LVR Associates?

A. Nothing, really.

Q. I'm sorry, you said --

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2 A. No.

3 Q. Have you held any other employment other
4 than at LVR Associates Limited since 1989?

5 A. No.

6 Q. Do you do any other type of work outside
7 of LVR Associates currently?

8 A. No.

9 Q. Have you done any other work outside of
10 LVR Associates since 1989?

11 A. No.

12 Q. You don't do any private accounting
13 services or tax returns or things like that?

14 A. For fees?

15 Q. Yes.

16 A. No.

17 Q. What have you done to prepare for your
18 deposition today?

19 A. I've met with my attorney this morning.

20 Q. Anything else?

21 A. Brief conversations with friends.

22 Q. What friends have you discussed this
23 deposition with in preparation for?

24 A. I don't understand your question.

25 Q. Well, you indicated to me that you've had

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discussions with friends in preparation for this deposition and I'm wondering who those friends are.

A. Eric Kreuter.

Q. Anybody else?

A. Richard Cohen.

Q. Is it C-O-H-E-N?

A. Correct.

Q. Anybody else?

A. No.

Q. Who is Eric Kreuter?

A. A friend.

Q. What is Mr. Kreuter's business?

A. He's an accountant.

Q. When did you discuss the upcoming deposition with him?

A. This morning.

Q. What did you discuss?

A. Just briefly, we were having a deposition today about this case. More an encouragement talk. Nothing in great detail really.

Q. Who is Richard Cohen?

A. A friend.

Q. What is the nature of Mr. Cohen's business?

1 L. Rutkovsky

2 A. He's an attorney.

3 Q. Is he a solo practitioner or does he work
4 with a firm?

5 A. He's retired.

6 Q. What was the purpose of your call with
7 Mr. Cohen this morning?

8 A. I did not have a call with Mr. Cohen this
9 morning.

10 Q. You mentioned that you had discussed this
11 upcoming deposition with Mr. Cohen.

12 When did that conversation take place?

13 A. Yesterday.

14 Q. What did you and he discuss?

15 A. Same as my conversation with Mr. Kreuter,
16 just encouragement talk and generally what's going
17 on today.

18 Q. Have you reviewed any documents in
19 preparation for your deposition today?

20 A. Not particularly, no.

21 Q. When you say not particularly, what does
22 that mean?

23 A. No.

24 Q. You said no and not particularly. Those
25 are really two different things. Have you reviewed

1 L. Rutkovsky

2 any documents in preparation?

3 A. No.

4 MR. CELLILLI: For housekeeping purposes,
5 we'll just mark that as Exhibit A.

6 (Defendant's Exhibit A, notice of
7 removal, summons and complaint, marked for
8 identification.)

9 Q. The court reporter has now marked Exhibit
10 A which is a multipage document. The first few
11 pages are the notice of removal that our office
12 filed removing the case from the Supreme Court of
13 the State of New York, County of Westchester to the
14 United States District Court for the Southern
15 District of New York. Attached to that notice of
16 removal is the summons and complaint that was
17 originally filed in the County of Westchester,
18 Supreme Court of the State of New York.

19 Mr. Rutkovsky, have you ever seen Exhibit
20 A before?

21 A. Yes.

22 Q. Can you turn your attention to Exhibit A
23 of Exhibit A? Is that a true, accurate and genuine
24 copy of the summons and complaint that you filed in
25 the Supreme Court, State of New York, County of

1 L. Rutkovsky

2 Westchester?

3 A. Yes.

4 Q. You filed that proceeding in the Supreme
5 Court, State of New York, County of Westchester on
6 May 17th of 2018; is that correct?

7 A. Yes.

8 Q. Right before the signature, your
9 signature appears, let's go through your signature
10 page of that, please.

11 You have your signature page there now?

12 A. Is this it?

13 Q. Yes. Is that a true, accurate and
14 genuine copy of your signature?

15 A. Yes.

16 Q. And there's some handwriting that appears
17 above that with the number \$130,138.22.

18 Do you see that handwriting?

19 A. Yes.

20 Q. Is that your handwriting?

21 A. Yes.

22 Q. I'm going to begin today talking about
23 the Glen Park property. On May 21st of 2016, who
24 was the owner of the Glen Park property?

25 A. My wife and I.

1 L. Rutkovsky

2 Q. When you say your wife and I, you're
3 referring to Sharon Feldman?

4 A. Correct.

5 Q. And you?

6 A. Correct.

7 Q. When was it that you purchased that
8 property?

9 A. July 1st, 1998.

10 MR. CELLILLI: B.

11 (Defendant's Exhibit B, deed, marked
12 for identification.)

13 Q. I've now handed you what's been marked as
14 Exhibit B. Would you take a moment to review
15 Exhibit B and once you've had an opportunity to
16 review it, please let me know.

17 A. Okay.

18 Q. Is Exhibit B a true accurate and genuine
19 copy of deed of the Glen Park property where it
20 passed from Anna Nikolis, N-I-K-O-L-I-S, Baker to
21 you and Ms. Feldman?

22 A. Yes.

23 Q. Can you describe the Glen Park property
24 for me?

25 A. Please be more specific.

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Q. The Glen Park property was a one-story home; is that correct?

A. Yes.

Q. With a low-grade garage, correct?

A. Correct.

Q. It had four bedrooms and three-and-a-half bathrooms, correct?

A. Correct.

Q. That home was built in 1958, correct?

A. Correct.

Q. As I understand, the home on which the property was situated sloped from the north to the south by about eight feet; is that correct?

A. Yes.

Q. The original structure at the Glen Park location had a below grade garage on the north side of the property, correct?

A. Incorrect.

Q. Was it on the south side of the property?

A. Yes. You are also excluding a finished basement and the semi-below grade. The garage was not below grade, it was semi-below grade.

MR. CELLILLI: C.

(Defendant's Exhibit C, photographs,

1 L. Rutkovsky

2 Fusion 644-46, marked for identification.)

3 Q. I have now handed you what's been marked
4 as Exhibit C. And Exhibit C for purposes of the
5 record has Bates numbers Fusion 644 through Fusion
6 646. And I perhaps didn't explain this to you up
7 front, Mr. Rutkovsky.

8 Just so you understand, there's a lot of
9 documents in this case, many of which particularly
10 don't pertain to the issue that's left to be
11 resolved. So while there are a lot of documents, I
12 think the world of relevant documents is fairly
13 limited at this point. Be that as it may, in order
14 to keep track of all the documents that had been
15 produced by either you, Allstate or any other party
16 that's been issued a subpoena in this case, we
17 assign numbers to the documents themselves, and we
18 mark those when we receive them.

19 These are documents that we actually
20 received through Fusion. So down at the bottom of
21 the page you can see that's Fusion 644. Do you see
22 that?

23 A. Mm-hmm, yes.

24 Q. Through Fusion 646. We also mark these
25 with a letter so we can keep track of what you're

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2 actually looking at because the only way we know
3 what you're looking at on the record after it exists
4 is by referring to it by its exhibit number. So if
5 you could remember when giving testimony about a
6 particular document, if you could make reference to,
7 not only the marked exhibit number which, in your
8 case, you're holding Exhibit C, but if you're making
9 reference to a particular page, if you could refer
10 to the page with the page number assigned.

11 For example, the second page of Exhibit C
12 is marked Fusion 645; is that correct?

13 A. Yes.

14 Q. I just wanted to explain that to you so
15 we don't get bogged down when talking about other
16 exhibits on the record.

17 Is that understood?

18 A. Yes.

19 Q. So in looking at Exhibit C, pages Fusion
20 645 and 646, can you tell me what appears on those
21 two pages of Exhibit C?

22 A. The property known as 16 Glen Park Road.

23 Q. Would those photographs be taken of the
24 property before or after the fire?

25 A. Before.

1 L. Rutkovsky

2 Q. Do the photographs that are contained on
3 Exhibit C fairly and accurately depict the Glen Park
4 property as it existed before the fire on May 21st
5 of 2016?

6 A. My initial answer is yes. My
7 qualification is there are certain shrubbery or
8 vegetation that may not be -- I cannot tell you what
9 the date of these pictures are. That's my only
10 exception.

11 Q. I'm not as concerned about any of the
12 shrubbery, vegetation or anything like that. I'm
13 just trying to get an idea of what the original
14 structure on the property looked like prior to May
15 21st of 2016.

16 So with that proviso that I'm giving you
17 right now, do you believe that the photographs that
18 are shown on Exhibit C fairly and accurately depict
19 what the structure looked like before May 21st of
20 2016?

21 A. Yes.

22 Q. Thank you. Now, I understand that on May
23 21st of 2016 and before May 21st of 2016 there was a
24 homeowners insurance policy that covered the Glen
25 Park residence; is that correct?

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2 A. Yes.

3 Q. And that insurance was with Allstate
4 Insurance; is that correct?

5 A. Yes, my hesitation is there are several
6 Allstate entities, indemnity, this and that,
7 casualty. For our purposes, I'll stipulate Allstate
8 Insurance Company is what we're referring to.

9 MR. CELLILLI: Will you mark this?

10 (Defendant's Exhibit D, policy, AL
11 429-507, marked for identification.)

12 MR. CELLILLI: Before you take a look at
13 that, may I just identify it for the record.
14 Just for purposes of the record, we have now
15 marked Defendant's Exhibit D which contains
16 Bates numbers AL 429 through AL 507.

17 Q. I'm going to hand you Exhibit D. And
18 once you've had an opportunity to review Exhibit D,
19 let me know whether or not that's a true and correct
20 copy of the policy and insurance that was in place
21 between you and Allstate Insurance Company on
22 May 21st of 2016.

23 A. I cannot say it's a true and accurate
24 copy.

25 Q. I'll represent to you that that's a

1 L. Rutkovsky

2 certified copy and it's the same certified copy that
3 I believe that I sent to you in regard to your
4 request at some point in time for a copy of the
5 policy. Do you recall getting and receiving a
6 certified copy from me in connection with your claim
7 to Allstate?

8 A. I do not recall whether you sent that to
9 me directly or you sent that to Eric Kreuter. If
10 you sent it to Eric Kreuter, then it was sent to me.
11 I recognize this document, I think is your question,
12 and I do.

13 Q. I recall reading at some point in time --
14 and I'm sure you'll correct me if I'm wrong -- that
15 at some point in time after receiving the policy you
16 went through it to make sure that it was complete
17 and inclusive; would that be fair to say?

18 A. No. Would you repeat the question?

19 Q. Sure. I just had read an e-mail or
20 something indicating that you had been going through
21 the policy to make sure that it was complete. I
22 just want to make sure that as we sit here today
23 there's not something missing from the policy that
24 was originally sent that you thought should have
25 been there. That's all.

1 L. Rutkovsky

2 A. I'm sorry. I can't agree to that
3 question. Try again.

4 Q. After receiving -- did you ever receive a
5 copy of the policy during the course of your claim
6 with Allstate?

7 A. Yes.

8 Q. Did you --

9 A. I --

10 Q. Did you review the policy after receiving
11 it?

12 A. Providing that this is a true and
13 accurate facsimile of the policy, I did receive
14 this. I did not review this document, but I did
15 review my -- I did review --

16 MR. BLUMBERG: Did you review the policy
17 that you had gotten? Let's not get all caught
18 up in this.

19 THE WITNESS: Yes.

20 Q. I'm not trying to play any tricks here.
21 The policy is the policy. I didn't slip anything in
22 here. I think there's probably only a minor portion
23 of the policy that's even at issue any more, right?

24 MR. BLUMBERG: Do you believe a document
25 that was presented to you as the policy, the

1 L. Rutkovsky

2 Allstate policy?

3 A. Yes.

4 Q. And you're aware the policy requires that
5 you either rebuild or replace the home within a
6 two-year period of time within the date of the loss,
7 correct?

8 MR. BLUMBERG: Objection to form. Now
9 you're summarizing a provision in the policy
10 and I don't want to get stuck with what you say
11 it says or what it actually says. There's a
12 provision that relates to rebuilding and
13 replacement. What are you asking him, though?

14 MR. CELLILLI: I just asked him whether
15 or not he was aware of the fact that there's a
16 requirement under the policy that he rebuild or
17 replace the structure within a two-year period
18 from the date of the loss.

19 MR. BLUMBERG: Do you want to show him
20 the provision that we're talking about? I
21 don't even remember exactly what it says.

22 Q. Do you dispute that statement?

23 A. I can't respond until my attorney
24 completes his query.

25 MR. BLUMBERG: Do you want to refer him

1 L. Rutkovsky

2 to the policy provision that you're talking
3 about?

4 MR. CELLILLI: I really thought this was
5 a simple question. I didn't want to get bogged
6 down.

7 A. If you give me the policy, I can find it,
8 so...

9 MR. BLUMBERG: I think that's a little
10 bit more of a main issue in the case. I don't
11 think his understanding of it is really of any
12 significance.

13 MR. CELLILLI: That's fine. I'm not
14 going to get bogged down now and look for it.
15 When we take a break --

16 MR. BLUMBERG: Give it to me. I'll scan
17 through it. You can keep asking questions. If
18 I find it, we'll get back to it. I'm sure it's
19 part of other -- go ahead.

20 Q. After the fire what did you intend to do
21 with Glen Park?

22 A. Rebuild the home.

23 Q. What did you do in efforts to try to
24 rebuild the home?

25 A. You'll have to be more specific.

1 L. Rutkovsky

2 Q. How did you begin the rebuild process?

3 A. The first step was to achieve the
4 objective of a permitted demolition of the
5 structure.

6 Q. I understand that was accomplished?

7 A. Yes.

8 Q. And the property was demolished?

9 A. The structure was demolished.

10 Q. Excuse me. The structure was demolished.
11 What was the next step you took? Let me strike that
12 and go back.

13 Did you hire anybody to assist you with
14 the demolition permit?

15 A. Yes.

16 Q. Who did you hire?

17 A. I'm having trouble recollecting his name
18 and I know the guy.

19 Q. Was it a guy or a company?

20 A. It was a company.

21 Q. Fusion?

22 A. No. The name of the company includes the
23 words tennis. I'm sure you're familiar with it.

24 Q. T-E-N-N-I-S?

25 A. T-E-N-N-I-S. The company is in the

1 L. Rutkovsky

2 business of constructing sports, including tennis
3 venues. In that connection, they do demolition.
4 And I engaged them to do the demolition.

5 Q. Did they assist you in actually getting
6 the demolition permit, though?

7 A. Only in the sense of providing their
8 insurance certificates and counseling me on what
9 needed to be done.

10 Q. Did Fusion Engineering help you at all in
11 obtaining the demolition permit?

12 A. No.

13 Q. At some point in time you did hire a
14 company called Fusion Engineering, correct?

15 A. Yes.

16 Q. Who is the person at Fusion that you
17 worked with?

18 A. Paul Berte, B-E-R-T-E, with an accent
19 over the "E."

20 Q. Do you recall when it was that you hired
21 Fusion Engineering?

22 A. Early 2017 -- oh, January 2017.

23 Q. What was the reason why you hired Fusion
24 in January 2017?

25 A. To prepare and obtain a land development

1 L. Rutkovsky

2 application to the town/village of Harrison.

3 Q. Did Fusion Engineering prepare such an
4 application?

5 A. Yes.

6 Q. Did you hire anyone else other than
7 Fusion Engineering to assist you in the rebuild?

8 A. Yes.

9 Q. Who else did you hire?

10 A. Connor Homes, Connor Mill-Built Homes.

11 Q. Do you remember when you hired them?

12 A. 2017.

13 Q. Let me step back with Fusion Engineering.
14 What were they actually hired to do?

15 A. Prepare and obtain an approval for a land
16 development application.

17 Q. Anything else?

18 A. No.

19 Q. Were they hired for purposes of
20 consulting with Connor Mill to develop a plan for
21 the rebuild property?

22 A. That was all part of the land development
23 application. Fusion was never formally engaged for
24 that.

25 Q. Was there some type of a contract you

1 L. Rutkovsky

2 entered into between Fusion and yourself?

3 A. No.

4 Q. Was the agreement by which Fusion would
5 make this land development application for you, were
6 you paying them a set fee? Were you paying them on
7 an hourly basis?

8 A. Set fee.

9 Q. What was the set fee?

10 A. I think it was \$4,000.

11 Q. So in exchange for \$4,000 they were to do
12 any type of work that was necessary in order to get
13 the land development and application fee approved?

14 A. I don't understand your question.

15 Q. I'm just trying to figure out exactly
16 what Fusion Engineering was scheduled to do? You
17 say you paid them a flat fee. Was that just for
18 purposes of filing the application?

19 A. The land development application requires
20 a number of steps. Those steps include siting of
21 the house, storm water management, plans, erosion
22 control plans, impact or interaction with the septic
23 system, slope considerations. That's the best I can
24 recall.

25 Q. Was that all part of what Fusion agreed

1 L. Rutkovsky

2 to do in exchange for this \$4,000?

3 A. Yes.

4 Q. Did it also include appearing on your
5 behalf at arbitration review board meetings and
6 meeting with representatives of the town of Harrison
7 building department for the purposes of gaining
8 approval of that application.

9 A. I don't understand your question.

10 Q. The \$4,000 fee that you paid them, did
11 that include their services in appearing at an
12 arbitration review board hearing?

13 (Witness conferred with attorney off the
14 record.)

15 MR. BLUMBERG: Explain it. Go ahead.

16 A. It is not the arbitration board --

17 Q. I apologize. Let me rephrase it.

18 Did that also include the fee for the
19 architectural review board meeting?

20 A. No, I think there was an additional
21 appearance fee.

22 Q. What were the arrangements in regard to
23 things that fell outside the land development
24 application where the flat fee occurred for the
25 \$4,000 where they would have to do things above and

L. Rutkovsky

beyond that?

A. I seem to recall there were two pieces. One -- there was a 4,000 and a 3,000. One might have been the site survey and one is the land development application.

Q. As we sit here today, how much money have you paid Fusion Engineering for services related to the rebuild of the house?

A. I think around that \$7,000.

Q. You mentioned you also hired Connor Mill-Built Homes in about 2017 for purposes of working with you on the rebuild. Was there any type of contractual agreement you entered into with Connor?

A. Just a design fee that I paid to him to develop the plans for the house.

Q. As I understand it, that was \$25,000 nonrefundable fee that you paid to Connor for purposes of developing the plans?

A. Correct.

Q. Did Connor ever provide you with any type of a quote for the actual structure that they would be building for you?

A. Yes.

1 L. Rutkovsky

2 Q. They did so by way of a quotation; is
3 that right?

4 A. Yes.

5 Q. Was there ever any type of a contract
6 that was entered into for purposes of that
7 structure?

8 A. No.

9 Q. Why is that?

10 A. Never got to that point.

11 Q. Did Connor actually prepare design
12 drawings for you concerning a new structure on the
13 Glen Park property?

14 A. Yes.

15 (Defendant's Exhibit E, cover page
16 with renderings, Fusion 607-10, marked for
17 identification.)

18 MR. CELLILLI: For purposes of the
19 record, we've now marked Exhibit E which is
20 Fusion 607 through Fusion 610. The witness is
21 now reviewing Exhibit E.

22 Q. Mr. Rutkovsky, have you ever seen Exhibit
23 E before?

24 A. I've seen the pictures.

25 Q. So the photographs that are contained in

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L. Rutkovsky

Exhibit E are all pictures you've seen before?

A. They're not photographs. They're artist renderings.

Q. As far as the artist renderings that are attached to Exhibit E, you have seen those before, correct?

A. Yes.

Q. Can you tell us what those are artist renderings of?

A. They are early versions of the proposed house.

Q. When you say the proposed house, do you mean the house that you intended to build at the 16 Glen Park property?

A. The house that was the style and design of the house that was considered.

(Defendant's Exhibit F, design drawings, multipage document, marked for identification.)

MR. CELLILLI: For purposes of the record, we've just marked Exhibit F which is a multipage document. This was actually copied out of the Fusion production, but for some reason when they were copied, the Bates numbers

1 L. Rutkovsky

2 did not come off on those. In any event, it's
3 a multipage document.

4 Q. Have you ever seen Exhibit F before?

5 A. Yes.

6 Q. Can you tell us what Exhibit F is?

7 A. A version of the proposed house.

8 Q. Were these design drawings that were
9 prepared by Connor Mill-Built Homes?

10 A. Yes.

11 Q. Do you know whether or not these were the
12 drawings that were submitted to the town of Harrison
13 for a building permit approval?

14 A. I do not.

15 Q. Does Exhibit F fairly and accurately
16 depict the home that you intended to rebuild on the
17 Glen Park property?

18 A. I cannot say that because I cannot read
19 the date of the version, nor can you. It's very
20 tiny and buried in here.

21 Q. If you look at the first page of Exhibit
22 F, does that fairly and accurately show what the
23 front elevation was intended to look like when the
24 home was rebuilt on the Glen Park property?

25 A. Pardon me. I don't mean to sound

1 L. Rutkovsky

2 argumentative, but the home was not rebuilt.

3 MR. CELLILLI: I understand that. Could
4 you read my question back, please?

5 (Record read.)

6 Q. Your answer is the same?

7 A. Yes. Your question is about a house that
8 was rebuilt. The house was not rebuilt.

9 Q. Does that fairly and accurately show what
10 you intended to rebuild on the Glen Park property?

11 A. Yes.

12 Q. If you could turn to page 6 of Exhibit F
13 and page 7 and page 7 of Exhibit F and take a moment
14 to look at pages 6 and 7 of Exhibit F.

15 A. Which pages?

16 Q. 6 and 7. Yes. And the following page.
17 Do those drawings fairly and accurately depict what
18 you intended to rebuild on the Glen Park property?

19 A. They depict the front elevation and the
20 rear elevation of the house.

21 Q. Do they depict the front and rear
22 elevations of the house as you intended to rebuild
23 it on the Glen Park property?

24 A. Yes.

25 Q. The original structure that existed on

1 L. Rutkovsky

2 the property before May 21st of 2016, do you know
3 the livable square footage of that home?

4 A. Over 3,000.

5 Q. What do you base that statement on?

6 A. The livable square feet which included
7 the finished basement.

8 Q. Do you know whether or not the livable
9 square footage of that home was published somewhere?

10 A. No.

11 Q. So the number that you're giving me today
12 is based upon what?

13 A. Simple addition of the square feet of the
14 livable area. That was your question.

15 Q. Right. I'm just trying to figure out
16 where you're getting that number from. I'm asking
17 you to show your work, show the math.

18 A. I can't show my work right now. I don't
19 have those calculations with me.

20 Q. Where would you get the calculations to
21 show it?

22 A. I have them.

23 Q. Where would they be?

24 A. In my files.

25 Q. What would you be referring back to in

1 L. Rutkovsky

2 order to make those calculations?

3 A. An addition of the square feet of each
4 room of the house that was livable square feet.

5 Q. What would you be referring to in order
6 to refresh your recollection as to what those square
7 footages would be?

8 A. It would be all the square foot of the
9 house except for the garage and the workshop.

10 Q. But I'm just trying to figure out what it
11 is you're going to actually be referring to. Is it
12 an original plan of the home?

13 A. No.

14 Q. Is it a listing for the home?

15 A. No.

16 Q. What is it you'll be referring to?

17 A. My only personal calculation.

18 Q. When did you do those personal
19 calculations?

20 A. Over the years; many, many years ago.

21 Q. Why would you do those calculations?

22 A. At risk of anticipating your question, I
23 believe you're referring to the 2152 square feet,
24 some number like that, that is in the original
25 plans. That is not the true livable square feet of

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the home.

Q. I had 2,184 square feet.

A. Yeah, that's the number.

Q. So you're aware of that two thousand one hundred eighty --

A. Yes.

Q. Let me ask my question first.

A. I'm sorry.

Q. You're aware of those 2,184 square feet that the house has been represented as having?

A. The original plans would have related to that number. In real estate listings, it would have related to that number. That is not the livable square feet of the house.

Q. Why is that?

A. Because in Westchester they don't include basements in that figure.

Q. So including the basement, what do you believe the total square foot of livable space would have been?

A. In excess of 3,000.

Q. How many square feet? Is it 3,999, 3,100?

A. Closer to 3100, 3300, somewhere around

1 L. Rutkovsky

2 there. I can recreate it right now.

3 MR. BLUMBERG: Just answer his questions.

4 THE WITNESS: Sorry.

5 Q. What was the square footage of the home
6 that was intended to be rebuilt on the property?

7 A. 37, 3500 square feet. Again, whether you
8 include the garage or not, that's a...

9 Q. In the rebuild process, was there ever
10 any discussions about changing the footprint of the
11 structure itself from the way it originally existed?

12 A. No. In fact, the house was sited almost
13 and virtually on the same footprint.

14 Q. During the course of the land development
15 application, did you run into any issues?

16 A. Such as?

17 Q. Any issues at all.

18 A. Yes.

19 Q. What did you run into?

20 A. I don't understand your question.

21 Q. You said you ran into issues and I asked
22 what the issues were. What don't you understand?

23 A. There are issues of storm water
24 management. There are issues of septic. There are
25 issues of slope. There are issues of the siting.

1 L. Rutkovsky

2 There are issues of setbacks. Those are all the
3 issues that you're confronted with in a land
4 development application.

5 Q. What about wetland issues? That's one
6 you didn't mention.

7 A. That's the brook. That's the water
8 course.

9 Q. Did you run into any issues there?

10 A. Yes.

11 Q. What were the issues you ran into?

12 A. A setback from the brook required a
13 variance.

14 Q. Tell me about that.

15 A. You'll have to be more specific.

16 MR. BLUMBERG: Just explain it to him.

17 Go ahead.

18 A. The brook is a water course.

19 Q. Right.

20 A. The brook -- the water course falls under
21 the wetlands, New York State wetlands, regulations.
22 There are setbacks from the border of the brook that
23 are required to be met and if you cannot -- if you
24 cannot meet them, you have to apply for a variance
25 in order to -- a wetlands permit which is a

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variance.

Q. Do you know why it was that you needed to seek a wetlands variance for the intended rebuild?

A. Because it would have fallen within the setback.

Q. And why is that?

A. When the house was constructed in 1958, those wetland regulations did not exist. They -- I think from 1980s they were instituted. Now it did fall within that wetlands setback.

Q. My understanding was in reading the documents -- and you can correct me if I'm wrong -- is that for purposes of the rebuild the plans called for, in essence, a redesign of the original structure that moved the garage to the opposite side of the home.

Is that right?

A. Yes.

Q. And the garage then would be above grade, correct?

A. Yes.

Q. So in doing so, I understand that there were issues concerning the fact that a new driveway needed to be constructed and that's what triggered

1 L. Rutkovsky

2 the wetlands issue, correct?

3 A. I don't think it triggered it, but it was
4 a factor.

5 Q. My understanding is that -- did you work
6 with -- was the lady's name Beth Evans?

7 A. Beth Evans is the town/village of
8 Harrison's wetland consultant.

9 Q. Did you work with her as far as the
10 wetlands variance?

11 A. I did not.

12 Q. Did Fusion Engineering work with her?

13 A. She represented the town, so they did
14 interact.

15 Q. Has anybody ever told you that according
16 to Ms. Evans that if you never moved the driveway
17 area, you would never have had to seek a wetlands
18 variance?

19 A. Yes.

20 Q. The reason why you had to seek that
21 wetlands variance was because the driveway was moved
22 and that was something that you chose to do,
23 correct?

24 A. The driveway was planned to be moved.

25 Q. But it's something you chose to do,

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correct?

A. Yes.

Q. And seeking that wetlands variance caused a delay in you getting the land development application approved, correct?

A. Yes.

Q. I understand the land development application wasn't even formally approved until August of 2018, correct?

A. That's incorrect.

Q. Why is it incorrect?

A. It wasn't submitted -- I'm sorry. Say that again.

Q. My understanding that the land development application was not even approved until August 9th of 2018 due to the fact that you needed to get that wetlands variance because there was a choice made to move the driveway?

A. That's not correct.

Q. What's not correct about it?

A. The land development application was not approved until 2019.

MR. CELLILLI: Let's mark this.

(Defendant's Exhibit G, 8/9/18

1 L. Rutkovsky

2 letter, marked for identification.)

3 MR. CELLILLI: Let's also mark this, too.

4 (Defendant's Exhibit H, land
5 development application, two pages, marked
6 for identification.)

7 Q. Let's start with Exhibit G. Can you tell
8 me what Exhibit G is?

9 A. I don't recall seeing this document.

10 Q. Exhibit G purports to be a letter dated
11 August 9th of 2018 from Mike Amodeo, A-M-O-D-E-O,
12 the town or village engineer, addressed to you; is
13 that correct?

14 A. Yes.

15 Q. Do you know Mr. Amodeo?

16 A. Yes.

17 Q. Have you worked with him directly with
18 regard to the intended rebuild of the structure at
19 the Glen Park property?

20 A. I have met and spoken with him. I can't
21 say I know him really well.

22 Q. The first paragraph of the letter says,
23 "Please be advised that the application referenced
24 above referencing the land development application
25 for the construction of a new single-family home has

1 L. Rutkovsky

2 been approved by the engineering department with the
3 following stipulations and conditions."

4 Did I read that correctly?

5 A. Yes.

6 Q. Did you receive a copy of Exhibit G from
7 Mr. Amodeo?

8 A. I don't recall this.

9 Q. Exhibit H you have in front of you, as
10 well; is that correct?

11 A. Yes.

12 Q. And Exhibit H is a two-page document
13 marked "land development application."

14 Do you see that?

15 A. Yes.

16 Q. And there is an approval signature that
17 appears on that of August 9th of 2018; is that
18 correct?

19 A. Yes.

20 Q. Did you ever see this exhibit before,
21 Exhibit H?

22 A. Not with this approval on it.

23 Q. Does this help refresh your recollection
24 as to when the land development application was
25 approved?

1 L. Rutkovsky

2 A. This is not an approval.

3 Q. What is this?

4 A. This is a conditional approval with the
5 stipulations and the land development application
6 was never normally approved.

7 Q. Still to this day?

8 A. No.

9 Q. Why is that?

10 A. I received a call three weeks ago, two
11 weeks ago, I believe, from Mike Amodeo's secretary
12 and the engineering department saying the land
13 development application has been approved. And I
14 was amazed to hear this after going towards three
15 years.

16 And she said, what would you like to do
17 with all these papers? We can leave them with the
18 Building Department. I said, leave them with the
19 Building Department. And I moved on.

20 Q. Did you say anything else to her when she
21 called you?

22 A. Not really, no. I was --

23 MR. BLUMBERG: Just answer his question.

24 Q. What were you?

25 A. Surprised.

1 L. Rutkovsky

2 Q. Why is that?

3 A. It was almost three years.

4 Q. I guess I'm a little confused about this
5 and we can hopefully maybe clear up my confusion.

6 On August 9th of 2018 it appears as
7 though a letter from the town of Harrison
8 engineering department is sent to you with an
9 approval with conditions for the construction of a
10 new single-family home with stipulations and
11 conditions. And you mentioned to me that just three
12 weeks ago you received a call saying that this --
13 there was approval for this. How did the
14 stipulations and conditions get resolved within that
15 period of time?

16 A. I don't know.

17 Q. Did this individual that called you from
18 the town of Harrison building department represent
19 to you that the land development application was
20 approved but that the stipulations and conditions
21 were no longer in place?

22 A. The person that called me was from the
23 engineering department, not the Building Department.
24 They just simply said the land development
25 application had been approved.

1 L. Rutkovsky

2 Q. With the stipulations and conditions or
3 without the stipulation and conditions?

4 A. Simply that. The land development
5 application had been approved.

6 Q. Did you do any investigation to see
7 whether or not the stipulations and conditions were
8 still applicable?

9 A. No.

10 THE WITNESS: Are those my copies?

11 MR. CELLILLI: They're all mine at this
12 point. We'll get you copies, though.

13 Let's mark this.

14 (Defendant's Exhibit I, 9/27/17
15 e-mail and schedule, marked for
16 identification.)

17 MR. CELLILLI: Let's go ahead and mark
18 this.

19 (Defendant's Exhibit J, copy of
20 check, marked for identification.)

21 Q. We've now marked Exhibit I which is,
22 among other things, a September 27, 2017 e-mail
23 where Paul Berte wrote -- and that's the person
24 referred to -- there's a construction schedule
25 that's on there.

1 L. Rutkovsky

2 Do you see that construction schedule, it
3 begins October 10th, 2017 with the arb meeting and
4 runs up until December 18th, 2017 where it says set
5 house?

6 A. Yes.

7 Q. Can you tell me what that e-mail is all
8 about?

9 A. My recollection on it is not good, but it
10 appears to be setting forth a schedule.

11 Q. Do you know what set house means?

12 A. I think I do.

13 Q. Can you tell me what your understanding
14 of it is?

15 A. A critical part of the plan that was
16 considered was the construction of a panelized
17 construction home not to be confused with a modular
18 home. Each of the panels you might think of as a
19 wall or a section of a wall. Each of the panels is
20 manufactured at Connor's factory. The panels are
21 trucked to the site and then the panels are set on
22 the foundation. That's what I think is meant by set
23 house.

24 Q. So in reading this e-mail, was it your
25 understanding that there was going to be an

1 L. Rutkovsky

2 architectural review board meeting on October 10th
3 of 2017 and that absent any type of delays for
4 permitting issues that Connor Mill could have set
5 the house on December 18th of 2017?

6 A. That's not correct. Connor Mill is not
7 the builder.

8 Q. Let me rephrase the question then. That
9 Connor Mill could have provided to you the panels
10 where they could have been assembled by a builder on
11 December 18th of 2017?

12 A. One more time. I'm sorry.

13 Q. Let me just rephrase the question. I
14 understand. I'm just not asking a very good
15 question here. Just bear with me a moment.

16 It's my understanding that this is a
17 schedule that if the architectural review board met
18 on October 10th of 2017, they would have anticipated
19 that by December 18th of 2017 portions of the Connor
20 Mill prebuilt home could be delivered onsite for
21 purposes of assembly by a contractor?

22 A. Yes.

23 Q. Did any of the contractors that you ever
24 met with give you any idea or indication how long it
25 would take them to actually assemble the prebuilt

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home from Connor Mill until a certificate of occupancy would be issued?

A. No less than six and likely 10 months.

Q. At some point in time did you begin soliciting quotations from construction companies locally that would be able to assist you in assembling the Connor Mill built home and providing any other necessary work that needed to be done; for example, subcontracting trades such as plumbing?

A. Yes.

Q. When did you begin to start doing that?

A. I don't recall.

Q. Were you doing that in November of 2017?

A. Likely.

Q. December of 2017?

A. Likely.

Q. January of 2017?

A. 2018.

Q. '18, yes, excuse me. Thank you.

A. Yes.

Q. One other exhibit you have there. Can you tell us what that is?

A. J.

Q. Can you tell us what Exhibit J is?

1 L. Rutkovsky

2 A. It's a copy of my check to Connor Homes.

3 Q. That was for the \$25,000 nonrefundable
4 design drawings that they provided to you, correct?

5 A. Correct.

6 MR. CELLILLI: Let's mark this.

7 (Defendant's Exhibit K, e-mail with
8 attachments, Connor 465-71, marked for
9 identification.)

10 Q. I've now given you a copy of what we've
11 marked as Exhibit K; is that correct?

12 A. Yes.

13 Q. It has Bates number Connor 465 through
14 471; is that correct?

15 A. Yes.

16 Q. Can you tell us what Exhibit K is?

17 A. It's an e-mail from Mike Connor. It's
18 e-mail correspondence between Mike Connor and I
19 regarding Matt Ready, R-E-A-D-Y, of Ready
20 Construction's preliminary budget for the assembly
21 and finishing of the house. And includes two
22 variations of it; one dated March 1st, one dated
23 March 17th. And my response to Mike whether he had
24 seen these proposals.

25 Q. So can we agree that as of at least March

1 L. Rutkovsky

2 22nd of 2018 it was your intention to proceed with
3 rebuilding the home?

4 A. No.

5 Q. Why not?

6 A. I had since at this point decided I was
7 not going to build the home -- rebuild the home.

8 Q. Okay. So why on that date were you
9 sending Mike Connor an e-mail with quotes from Mike
10 Ready for purposes of rebuilding the house?

11 A. The plan was to try to get the property
12 to a fully permitted planned property so to maximize
13 the value when I sold the property. In other words,
14 to hand to a buyer, here are plans, here are
15 permits, here are all the approvals, just need to
16 go. So I continued the process.

17 Q. Well, there were plans and there were
18 permits in place at this time, correct?

19 A. No.

20 Q. There weren't permits in place?

21 A. No. What permit to which you refer?

22 Q. The conditional permit for the land
23 development.

24 A. The land development application is
25 simply an approval by the engineering department

1 L. Rutkovsky

2 that, yes, you can build this house on this
3 property. It is not the Building Department's
4 permit, that which is required to build the house.
5 It's two separate functions.

6 Q. Did you ever convey your intention to
7 anybody else at that time?

8 A. I don't understand your question.

9 Q. Did you tell Mike Connor that's what you
10 intended to do?

11 A. That I intended to do what?

12 Q. That you intended to just get everything
13 ready so it could be sold.

14 A. No.

15 Q. You never told Mike Connor that?

16 A. No, I didn't share that with him.

17 Q. Did you share that with Mr. Berte at
18 Fusion?

19 A. No.

20 Q. Why didn't you tell them?

21 A. Again, get everything done to maximize
22 the value of the property. Around January I had
23 basically decided I was not going forward with this.

24 Q. How would Mike Connor have affected that,
25 telling Mike Connor affected that?

1 L. Rutkovsky

2 A. I don't know.

3 Q. How would telling Mr. Berte have affected
4 that?

5 A. I don't know.

6 Q. What is your relationship with Mike
7 Connor?

8 A. I haven't spoken to Mike in a while.

9 Q. Have you ever told him that you don't
10 intend to proceed with this construction contract by
11 putting a -- let me strike that and rephrase it.

12 Did you ever tell Mr. Connor that you
13 don't intend to actually intend to purchase this
14 Connor Mill rebuilt home and rebuild on that
15 property in Glen Park?

16 A. No.

17 Q. Are you and Mr. Connor friends?

18 A. Friendly.

19 Q. What's the difference between being a
20 friend and friendly?

21 A. I don't speak with Mike that often. He
22 was a vendor, a potential vendor.

23 Q. What do you mean potential vendor?

24 A. I didn't purchase anything from him.

25 Q. Other than the design plans?

1 L. Rutkovsky

2 A. Correct.

3 (Defendant's Exhibit L, e-mail
4 exchange, marked for identification.)

5 Q. I just marked Exhibit L which is Connor
6 46, and it is an e-mail exchange between you and Mr.
7 Connor on April 19th of 2018.

8 Do you recall this e-mail exchange
9 between the two of you?

10 A. Yes.

11 Q. Mr. Connor, I guess, wrote to you about
12 5:57 and said that he and a few others had been
13 trying to reach out to you without success. Is
14 everything okay.

15 And then you described having a surgical
16 procedure and that you were in intense discussions
17 with Allstate trying to deal with the May 21st, 2018
18 deadline. What are you referring to there?

19 A. What am I referring to by referencing the
20 May 21 deadline?

21 Q. Yes. What were these discussions about?

22 A. Mike hadn't heard from me in quite a
23 while. He was inquiring as to what was going on. I
24 told him I was having medical problems and that at
25 the same time I was dealing with the two-year

1 L. Rutkovsky

2 deadline of the Allstate Insurance policy.

3 Q. Two-year deadline for what?

4 A. The condition in the policy that required
5 me to repair, rebuild or replace within two years of
6 the date of loss.

7 Q. What were you dealing with in regard to
8 the deadline when you wrote this e-mail on
9 April 19th?

10 A. Medically?

11 Q. No. With Allstate.

12 A. Discussions to seek an extension.

13 Q. Extension for what?

14 A. The two-year deadline.

15 Q. For purposes of what?

16 A. Just to relieve the pressure to make a
17 determination of what to do.

18 Q. I thought you had already decided what to
19 do.

20 A. The May 21 deadline required me to
21 repair, rebuild or replace Glen Park. I had decided
22 to not rebuild and had decided to replace. That's
23 what I was dealing with.

24 Q. Did you communicate to Mike at that time
25 that that was your intention?

1 L. Rutkovsky

2 A. No.

3 Q. As we sit here today, other than your
4 lawyer, is there anybody else that knows about your
5 intent to replace as opposed to rebuild?

6 A. Yes.

7 Q. Who else?

8 A. Eric Kreuter, Richard Cohen.

9 Q. Anybody else?

10 A. Various friends and relatives in passing.

11 Q. Like who?

12 A. I don't -- I can't recall exactly who,
13 but I don't understand your question.

14 Q. What don't you understand about it?

15 MR. BLUMBERG: We're not -- now you're
16 just arguing with him. You need to know what
17 friends and family he told?

18 MR. CELLILLI: Yeah.

19 MR. BLUMBERG: I'm asking why.

20 MR. CELLILLI: Why do I need to know who
21 he told his intention to? Because I want to
22 know who he told.

23 MR. BLUMBERG: For what reason?

24 MR. CELLILLI: To go out and find out
25 whether he did or he didn't.

1 L. Rutkovsky

2 MR. BLUMBERG: Do you remember anyone
3 else?

4 A. My cousin.

5 Q. What's his name?

6 A. Her name, Amy Heit.

7 Q. How do you spell Amy's name?

8 A. A-M-Y H-E-I-T.

9 Q. Where does she live?

10 MR. BLUMBERG: He's not going to give
11 that information. It's not relevant, his
12 cousin's address.

13 Q. When did you tell her you intended to --

14 A. I don't recall.

15 Q. I didn't finish the question. When did
16 you tell her you intended to replace instead of
17 rebuild the property?

18 A. I don't recall.

19 Q. Why did that conversation come about?

20 A. I was not going to replace -- rebuild the
21 house and the May 21st deadline to replace the Glen
22 Park with another property was looming.

23 Q. What does that have to do with Amy Heit?

24 A. She's my cousin. I might have had a
25 conversation that I'm thinking of buying a condo.

1 L. Rutkovsky

2 Q. But you're not sure if you did or you
3 didn't?

4 A. I didn't say that.

5 Q. You said you might have had one. Did I
6 mishear you or --

7 MR. BLUMBERG: Do you have a question?
8 The question did I mishear you is not a
9 question. What's your question?

10 MR. CELLILLI: I thought it was a
11 question.

12 MR. BLUMBERG: It's not a question for a
13 deposition.

14 MR. CELLILLI: Did I mishear you?

15 MR. BLUMBERG: What's your question?
16 What are you arguing with him for? None of
17 this matters. What are you arguing with him
18 for?

19 MR. CELLILLI: Let's take a break.

20 (A recess was taken from 12:41 p.m. to
21 12:48 p.m.)

22 Q. My understanding is that on May 1st of
23 2018 you bought the condominium; is that right?

24 A. Yes.

25 Q. Did you work with a realtor for purposes

L. Rutkovsky

of obtaining that property?

A. Yes.

Q. Who is the realtor you dealt with?

A. Coldwell Banker.

Q. Was there an agent at Coldwell Banker that you worked with?

A. Dorthie Deubler.

Q. Can you spell her name for us because I know it's an odd spelling, I think.

A. D-O-R-T-H-E D-U-E-B-L-E-R [sic].

Q. When you purchased the condominium, was that the first time you had work with Ms. Deubler?

A. Yes.

Q. Did you sign any agreement with Ms. Deubler initially to serve as your agent for purposes of acquiring a property in 2018?

A. No.

Q. How is it that you came to find Ms. Deubler?

A. She used to live in the neighborhood.

Q. It's somebody you knew beforehand?

A. Mm-hmm.

Q. Yes?

A. Yes.

1 L. Rutkovsky

2 Q. Do you know when it was she began seeking
3 property for you?

4 A. January of 2018, on or about.

5 Q. Did you give her any type of instructions
6 when you first asked her to look for property?

7 A. Two-bedroom, two bath condo.

8 Q. How often do you live at the condominium
9 now?

10 A. Every day.

11 Q. Seven days a week?

12 A. Yes.

13 Q. How long has that been the case?

14 A. Since May 10th, May 11th when work was
15 completed. 2018.

16 Q. The Glen Park property, what is the
17 current status of that?

18 A. The property is for sale.

19 Q. When was the property placed for sale?

20 A. I don't recall offhand.

21 Q. Why did you place the property for sale?

22 A. I have no intention to return to that
23 property to live there or build a house.

24 Q. Is that why you placed the property for
25 sale?

1 L. Rutkovsky

2 A. Yes.

3 Q. Did anybody tell you you should place the
4 property for sale?

5 A. I don't understand your question.

6 Q. Did anybody ever recommend to you or
7 instruct you that you should put the property up for
8 sale?

9 MR. BLUMBERG: Don't answer anything that
10 relates to any attorney-client conversations.
11 You can answer yes or no. You don't need to
12 say who at this point.

13 A. No.

14 Q. I just want to make sure I'm clear on the
15 record and I understand your answer. Are you
16 answering that you have never had a conversation
17 with anyone -- and I'm not asking for substance of
18 the conversation. I'm just asking you simply: Have
19 you had a conversation with anyone who instructed
20 you to place the property for sale?

21 MR. BLUMBERG: Don't answer that
22 question. There are attorney-client
23 communications involved in that and that is
24 asking for substance of a conversation. If you
25 want to ask him, did you have any conversation

1 L. Rutkovsky

2 with anyone about the sale of the property, you
3 can ask that. As far as substance that relates
4 to attorney-client communication, he's not
5 answering that.

6 MR. CELLILLI: I guess I'm a little
7 confused by the objection.

8 MR. BLUMBERG: You're asking him -- first
9 you started the question with I'm not asking
10 you for the substance of a conversation but did
11 you have any conversation with anybody and then
12 you brought in -- you added something about the
13 substance of the subject -- the substance of
14 the conversation where somebody told you to do
15 something. I'm objecting to it. That's
16 attorney-client privilege.

17 MR. CELLILLI: I'm not asking for the
18 substance of any conversation. I'm just asking
19 if he's ever had any conversation with anybody
20 about placing the property for sale.

21 MR. BLUMBERG: That's fine. I don't have
22 a problem with that.

23 MR. CELLILLI: Okay.

24 MR. BLUMBERG: You can answer that, yes
25 or no.

L. Rutkovsky

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A. Yes.

Q. With whom have you had that conversation?

MR. BLUMBERG: You can answer that.

A. Eric Kreuter.

Q. Anybody else?

A. Richard Cohen.

Q. Anybody else?

A. I don't recall.

Q. What did you discuss with Mr. Kreuter
about that?

MR. BLUMBERG: Go ahead.

A. My -- that my intention was not to
rebuild the house and about selling the property.

Q. When did you have that conversation?

A. I can't recall.

Q. Did the conversation take place before
May 1st of 2018?

A. Yes.

Q. Did Mr. Kreuter ever instruct you to
place the property for sale?

A. Mr. Kreuter has no authority to instruct
me about anything so I don't understand your
question.

Q. Did Mr. Kreuter ever advise you to place

1 L. Rutkovsky

2 the property for sale?

3 A. Mr. Kreuter --

4 MR. BLUMBERG: Yes or no.

5 A. Yes.

6 Q. When did he do that?

7 A. I don't recall.

8 Q. Was it before or after you purchased the
9 condominium on May 1st of 2018?

10 A. Before.

11 Q. Did you follow Mr. Kreuter's advice?

12 A. Yes.

13 Q. When did you place the property for sale
14 then?

15 A. September or October -- and I just don't
16 recall exactly. But I do know that the six-month
17 agreement with Coldwell Banker was expiring, so I'm
18 trying to go back.

19 Q. Of what year?

20 A. '18.

21 Q. If you had this conversation with
22 Mr. Kreuter before you purchased the condominium,
23 why did it take you so long to list the property for
24 sale?

25 A. I would guess emotional attachment. I've

1 L. Rutkovsky

2 owned the property for 20 years.

3 Q. You mentioned you spoke about listing the
4 property for sale with somebody else, too. It was
5 the lawyer. What was his name, Mr. Cohen?

6 A. Yes. Restate that question.

7 Q. You indicated you also indicated talking
8 to somebody about listing the property for sale and
9 that was Mr. Cohen; is that right?

10 A. Not about listing the property, about
11 selling the property.

12 Q. When did you have that conversation with
13 Mr. Cohen?

14 A. It would have been around the same time.

15 Q. The same time as what?

16 A. As with Mr. Kreuter, with Dortha Deubler.

17 Q. Which would have been when?

18 A. I don't recall. I'm getting confused.

19 Q. Was it before May 1st of 2018?

20 A. Yes.

21 Q. What did you and Mr. Cohen discuss?

22 A. I was not going to rebuild and go back to
23 Glen Park. I was going to move forward, purchase a
24 condominium and go forward.

25 MR. CELLILLI: Let's mark this.

1 L. Rutkovsky

2 (Defendant's Exhibit M, Coldwell
3 Banker documents, Coldwell 1-4, marked for
4 identification.)

5 Q. You've now been handed Exhibit M. For
6 purposes of the record, it has Bates number Coldwell
7 1 through 4.

8 Do you recognize Exhibit M?

9 A. Yes.

10 Q. Can you tell us what Exhibit M is?

11 A. The first page is detailed information
12 about the property, Coldwell 1. Coldwell 2 through
13 4 is the listing agreement.

14 Q. Let's talk specifically about the listing
15 agreement that appears on pages Coldwell 2 through
16 4. That is a listing agreement whereby you listed
17 the property on August 20th of 2018; is that
18 correct?

19 A. Yes.

20 Q. Page 4 contains a true, accurate and
21 genuine copy of your signature, correct?

22 A. Yes.

23 Q. The listing agent was Ms. Deubler; is
24 that right?

25 A. Yes.

L. Rutkovsky

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Q. And the listing price was \$900,000,
correct?

A. Yes.

Q. And that was \$900,000 for one acre of
property, correct?

A. Correct.

Q. By way of the listing agreement, you
refused to grant Coldwell Banker or the agent the
right to place a for sale property on the --

MR. BLUMBERG: A for sale sign?

MR. CELLILLI: Yes.

MR. BLUMBERG: You said for sale
property.

MR. CELLILLI: Sorry. Thank you.

Q. You did not grant permission for Coldwell
Banker or Ms. Deubler to place a for sale sign on
the property, correct?

A. Correct.

Q. Since the time of entering into this
agreement, have you ever granted them permission to
place a for sale sign on the property?

A. No.

Q. And the property is still for sale,
correct?

1 L. Rutkovsky

2 A. Correct.

3 MR. CELLILLI: Mark this.

4 (Defendant's Exhibit N, extension to
5 listing agreement, marked for
6 identification.)

7 Q. What exhibit are you looking at there?

8 A. N.

9 Q. Can you tell me what Exhibit N is?

10 A. It's an extension agreement to the
11 listing agreement.

12 Q. And that occurred in February 14th of
13 2019?

14 A. February 18th of, 2019.

15 Q. My apologies, I was looking at the date
16 up top, not the date it was signed.

17 So you signed Exhibit N on February 18th
18 of 2019, correct?

19 A. Yes.

20 Q. And was that to extend the listing
21 agreement out until April 30th of 2019?

22 A. Yes.

23 Q. So the listing agreement is still in
24 place, correct?

25 A. Correct.

1 L. Rutkovsky

2 Q. Still advertised for \$900,000?

3 A. No.

4 Q. When did that change?

5 A. A few weeks ago.

6 Q. Why did it change?

7 A. I don't understand your question.

8 Q. Did you --

9 MR. BLUMBERG: He's asking why. Why did
10 the price -- go ahead.

11 Q. The price was reduced a few weeks ago?

12 A. Correct.

13 Q. Why was that?

14 A. To try to sell the property more quickly.

15 Q. What was it reduced to?

16 A. \$799,000.

17 Q. Did you have a discussion with anybody in
18 an effort -- strike that.

19 Did you discuss reducing the purchase
20 price of the property with anybody before lowering
21 it?

22 A. With Dorte Deubler.

23 Q. Anybody else?

24 A. No.

25 MR. CELLILLI: Let's mark this.

1 L. Rutkovsky

2 (Defendant's Exhibit O, e-mail
3 communication, Coldwell 439-441, marked for
4 identification.)

5 Q. We've now marked Exhibit O which is a
6 multipage document bearing Bates number Coldwell 439
7 through 441.

8 Do you have Exhibit O in front of you?

9 A. Yes.

10 Q. Have you ever seen this e-mail before?

11 A. No.

12 Q. Whose decision was it to originally list
13 the property for \$900,000?

14 A. Mine.

15 Q. Why is that?

16 A. I don't understand your question.

17 Q. Why did you decide to list it for
18 \$900,000?

19 A. How did I choose \$900,000?

20 Q. Yes.

21 A. In about 12 or 13 years ago there was a
22 vacant piece of property adjacent to 16 Glen Park
23 Road. That property at that point was listed for
24 \$800,000. In the neighboring town of Rye, smaller
25 properties are commonly listed for a million

1 L. Rutkovsky

2 dollars. Many of those properties are what are
3 called tear downs. A builder will buy the property,
4 tear down the house and construct a new house. That
5 was my reference point.

6 Q. What was the address of the property that
7 you saw across the street from 16 Glen Park -- did
8 you say it was listed or actually sold for 800,000?

9 A. The property was adjacent to 16 Glen Park
10 at 12 Glen Park. That was a piece of land.

11 Q. 12 years ago for 800,000? Yes?

12 A. Yes.

13 Q. Exhibit O is an e-mail from Kim Rand
14 which indicates that a range of properties in and
15 around Westchester would run from 400 to 900,000
16 with the most popular price being 500,000.

17 Was that information ever communicated to
18 you?

19 A. No, I don't know who Kim Rand is.

20 Q. Was that information ever communicated to
21 you?

22 A. No.

23 Q. Other than the fact that you knew the
24 property at 12 Glen Park Road was listed some 12
25 years ago for \$800,000 and that properties in Rye of

1 L. Rutkovsky

2 comparable size sold for something in that area, was
3 there anything else you based your decision to list
4 the property at \$900,000 on?

5 A. Your statement is not correct.

6 Q. What's not correct about my statement?

7 A. Properties of similar size. I mentioned
8 before smaller size.

9 Q. Anything else that you based your
10 decision on to list the property at \$900,000?

11 A. Conversations with Dorthe. But beyond
12 that, no.

13 (Defendant's Exhibit P, e-mail,
14 Coldwell 99, marked for identification.)

15 MR. CELLILLI: We've now marked Exhibit P
16 which is Coldwell 99.

17 Q. Have you ever seen that document before?

18 A. Yes.

19 Q. Can you tell us what this document is?

20 A. Yes.

21 Q. What is it?

22 A. It's an e-mail between myself and Dorthe
23 asking about the 12 Glen Park Road property.

24 Q. Do you know why it was Ms. Deubler sent
25 you that e-mail?

1 L. Rutkovsky

2 A. She replied to my e-mail.

3 Q. Why did she reply to your e-mail?

4 A. I asked --

5 MR. BLUMBERG: Objection to form. Why
6 did she reply to his e-mail? Why are you
7 asking him why she replied?

8 Q. Do you have an understanding why she
9 replied to your e-mail?

10 MR. BLUMBERG: Other than replying to an
11 e-mail with a question? I don't understand
12 your question.

13 Q. What information was communicated to you
14 at that time?

15 A. That the property sold for a million
16 three-ninety.

17 Q. Did you do anything in reaction to the
18 listing of your property after receiving that
19 e-mail?

20 A. No.

21 Q. Why is that?

22 A. I don't understand your question.

23 Q. Why didn't you do anything in reaction to
24 that?

25 MR. BLUMBERG: Objection to form. Are

1 L. Rutkovsky

2 you indicating that he should do something in
3 reaction? I don't understand. Are you asking
4 him why he didn't do a negative?

5 Q. Why were you inquiring with Ms. Deubler
6 about the status of 12 Glen Park Road?

7 A. My neighbor's house, curiosity, if
8 nothing else.

9 Q. So, it was just curiosity? You weren't
10 wondering what it sold for?

11 A. I can only imagine by my question that I
12 didn't know that it had sold. I don't understand
13 your question, Mr. Cellilli.

14 Q. I'm just asking you why --

15 A. I know what you're asking me. But again,
16 I don't understand your question. I don't
17 understand your question.

18 Q. My question simply is why on
19 September 17th of 2018 did you reach out to Ms.
20 Deubler and ask her what the status of 12 Glen Park
21 Road was?

22 A. It had been listed for sale for a while.

23 Q. Why did you want to know what happened to
24 it?

25 A. Again, my neighbor, I'm curious.

1 L. Rutkovsky

2 Q. When you heard that that property had
3 sold for \$1.39 million, did that reaffirm your
4 belief that the \$900,000 you had listed for your
5 one-acre property was the right price?

6 A. I don't see the relevance. I didn't make
7 that connection. I don't understand your question,
8 Mr. Cellilli.

9 Q. Well, you said that one of the reasons
10 why you based the listing price for one acre of your
11 property was because 12 years ago the Glen Park Road
12 property, 12 Glen Park Road, adjacent to yours was
13 listed for \$800,000, right?

14 A. Correct.

15 Q. Which would lead me to believe that you
16 would think that whatever the value of that property
17 had would form some basis of whether or not the
18 price you set for the sale of your property was
19 appropriate?

20 A. There's a difference between a property
21 with a house and a piece of land. There are very
22 few pieces of land available in Purchase and as an
23 extension of that, a piece of land could be more
24 valuable without a direct correlation to the selling
25 price of a piece of property with a home on it.

1 L. Rutkovsky

2 This property -- this home was also 12 years old and
3 not in great shape.

4 Q. When you say this home, what are you
5 referring to?

6 A. 12 Glen Park Road.

7 Q. So 12 Glen Park Road actually had a
8 structure on it?

9 A. Yes.

10 Q. How many bedrooms did it have?

11 A. I don't recall.

12 Q. Was it a five-bedroom home?

13 A. Perhaps.

14 Q. In excess of 4,000 square feet?

15 A. Perhaps.

16 Q. You're just not sure?

17 A. I'm not sure.

18 Q. But in any event, even though Ms. Deubler
19 conveyed this information to you at your request,
20 you didn't do anything about at that time reducing
21 the listing of the home from \$900,000 to something
22 less?

23 A. No.

24 MR. CELLILLI: Let's take a five-minute
25 break.

1 L. Rutkovsky

2 (A recess was taken from 1:17 p.m. to

3 1:27 p.m.)

4 Q. I have but one question. Have you told
5 me the truth, the whole truth and nothing about the
6 truth about all the facts and issues regarding the
7 lawsuit you're filing with Allstate?

8 A. Yes, to the best of my recollection.

9 MR. CELLILLI: I don't have anything
10 further.

11 (Whereupon, the proceedings were
12 adjourned at 1:28 p.m.)

13
14 J U R A T

15
16 I do hereby certify that I have read
17 the foregoing transcript of my deposition.

18
19 _____
20 LAURENCE V. RUTKOVSKY

21
22 Sworn and subscribed before me
23 this ____ day of _____, 2019.

24 A Notary Public

25 of the State of _____

L. Rutkovsky

I N D E X

| WITNESS | EXAMINATION BY | PAGE |
|--------------------------|----------------|------|
| LAURENCE V. RUTKOVSKY | MR. CELLILLI | 4 |

E X H I B I T S

| DEFENDANT'S | DESCRIPTION | PAGE |
|-------------|--|------|
| Exhibit A | notice of removal, summons and complaint | 21 |
| Exhibit B | deed | 23 |
| Exhibit C | photographs, Fusion 644-46 | 24 |
| Exhibit D | policy, AL 429-507 | 28 |
| Exhibit E | cover page with renderings, Fusion 607-10 | 39 |
| Exhibit F | design drawings, multipage document | 40 |
| Exhibit G | 8/9/18 letter | 50 |
| Exhibit H | land development application, two pages | 51 |

L. Rutkovsky

I N D E X (continued)

E X H I B I T S

| DEFENDANT'S | DESCRIPTION | PAGE |
|-------------|--|------|
| Exhibit I | 9/27/17 e-mail and schedule | 55 |
| Exhibit J | copy of check | 55 |
| Exhibit K | e-mail with attachments, Connor 465-71 | 59 |
| Exhibit L | e-mail exchange | 63 |
| Exhibit M | Coldwell Banker documents, Coldwell 1-4 | 75 |
| Exhibit N | extension to listing agreement | 77 |
| Exhibit O | e-mail communication, Coldwell 439-441 | 79 |
| Exhibit P | e-mail, Coldwell 99 | 81 |

CERTIFICATE

STATE OF NEW YORK)

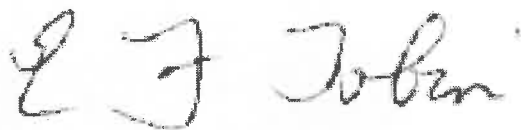
) ss.

COUNTY OF SUFFOLK)

I, Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public within and for the State of New York, do hereby certify:

That Laurence V. Rutkovsky, the witness whose deposition is hereinbefore set forth, was duly sworn by me and that such deposition is a true record of the testimony given by such witness.

I further certify that I am not related to any of the parties to this action by blood or marriage and that I am in no way interested in the outcome of this matter.



ELIZABETH F. TOBIN, RPR

ERRATA

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate.

The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

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COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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